

After recording RETURN TO:

Terry D. Austin
Room 211, Yakima County Courthouse
128 North 2nd Street
Yakima, Washington 98901

RESTRICTIVE COVENANT

Yakima Air Terminal
Yakima, Washington

Reference number(s) of related document: Consent Decree filed in Yakima County Superior Court
Cause No. 97-2-01092-5

Grantor(s): (1) Yakima Air Terminal

Grantee(s): (1) Washington state Department of Ecology

Abbreviated Legal Description: Portion of the Northwest corner of Section 2, Township 12 North,
Range 18, E.W.M.; thence south 89°53'29" east . . .

Complete legal description is on page 1 and page 2 of this document

Assessor's Tax Parcel ID No.: No parcel number assigned

The property that is the subject of this Restrictive Covenant is the subject of a remedial action under chapter 70.105D RCW. The cleanup action to be performed at Richardson's Airways ("Site") is described in the Cleanup Action Plan ("CAP") which is an appendix of the Consent Decree filed in Yakima County Cause No. 97-2-01092-5. The Site is legally described as follows:

Commencing at the northwest corner of Section 2, Township 12 North, Range 18, E.W.M.; thence south 89°53'29" east along the north line of the northwest quarter of said section a distance of 2013.08 feet; thence south 00°25'05" east a distance of 1531.05 feet to a point in the north-south fence line west of the north-south runway, said point being the true point of beginning. Thence north 00°25'05" east along said fence line, and the extension thereof a distance of 186.27 feet; thence north 89°02'42" east a distance of 62.17 feet; thence north 03°01'46" east a distance of 77.20 feet; thence north 88°54'21" east a distance of 27.33 feet; thence south 03°42'46" east a distance of 263.63 feet; thence south 89°34'55" west a distance of 109.28 feet to the point of beginning.



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Situate in the City of Yakima, Yakima County, Washington.

The remedial action undertaken to clean up the property (hereafter the "cleanup action") is described in the Remedial Investigation/Feasibility Study ("RI/FS") submitted by the Yakima Air Terminal and Richardson's Airways, Inc., to the Washington State Department of Ecology's ("Ecology") Central Regional Office. This document is on file at Ecology's Central Regional Office in Yakima, Washington. This Restrictive Covenant is required by Ecology as defined in WAC 173-340-440 because the cleanup action resulted in residual concentrations of pesticide products which exceed Model Toxics Control Act cleanup levels for soil protective of groundwater established under WAC 173-340-720(2) and 740(2).

The undersigned, City and County of Yakima, are joint owners of real property in the County of Yakima, state of Washington, hereafter referred to as the "Site." The pesticide contamination that is the subject of this Restrictive Covenant is described in the above-referenced report. The property owners make the following declaration as to limitations, restrictions, and uses to which the Site may be put, and specify that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Site.

Section 1: Pesticide-contaminated soil is located at the "washdown" portion of the property, which location is described above, in metes and bounds, and in the above-mentioned RI/FS. Remediation or removal of the contaminated soil must be addressed before the owners or successor owners alter, modify, or remove any portion of the identified site in any manner that exposes the contamination. Any plans for alteration, modification, or removal that may expose the contamination shall be submitted to and approved by Ecology or its successor agency prior to such actions.

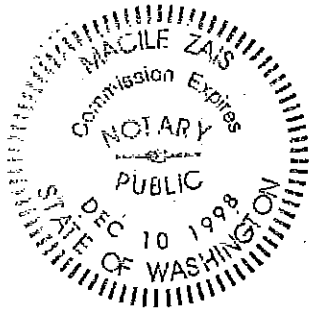
Section 2: The integrity of monitoring wells placed on the property for the purpose of groundwater monitoring shall be maintained during the period that monitoring is required in Consent Decree No. 97-2-01052-5. Should future construction activities on the property require abandonment or removal of monitoring wells, such removal or abandonment shall not occur without the prior written approval of Ecology. Said monitoring wells shall be replaced in a manner approved by Ecology.

Section 3: The owners of the property shall not plow, disc, till, or disturb the surface of the Site. The owners shall maintain a vegetative cover on the Site in order to reduce the fugitive dust from the Site. This cover may be weeds or any native or exotic vegetation which will grow without the application of irrigation water. The vegetative cover may be mowed.

Section 4: The owners of the property must give written notice to Ecology or to its successor agency of the owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property owners without adequate and complete provision for continued groundwater monitoring and compliance with this Restrictive Covenant. Copies of this Restrictive Covenant shall be furnished to any transferee of such real property interest.



GIVEN under my hand and official seal this 26th March day of ~~February~~, 1998.



Macile Zais

Print Name MACILE ZAIS
NOTARY PUBLIC in and for said
state, residing at YAKIMA
My commission expires 12-10-98

